

**Sixth Amendment to the Iowa Medicaid Enterprise Professional Services,
Revenue Collections Including Estate Recovery Services**

This Sixth Amendment to Contract Number MED-10-001-F for Iowa Medicaid Services, as amended (the “Contract”), between the State of Iowa, Department of Human Services (the “Agency”, “Department”, or “DHS”) and Health Management Systems, Inc. (the “Contractor”) is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of June 1, 2017. This Amendment modifies, to the extent specified below, the terms and conditions of the Contract.

Section 1: Background. The parties are amending the Contract to extend the Contract term and add Contractor’s obligations for Fee for Tricare and Dental populations.

Section 2: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Section 6 of the Contract, entitled “Term of the Contract” is hereby amended to read as follows:

The term of the Base Contract is May 1, 2010, through June 30, 2013 with Operations effective July 1, 2010.

The Contract Renewal Option Years will consist of five (5), one (1) year options. The Department may choose to renew the Contract for one (1) or more of the Contract Renewal Option Years. The Department shall have the sole discretion to exercise each renewal option. The Department shall use best efforts to notify the Contractor of the renewal decision ninety (90) days prior to the beginning of each renewal year.

Revision 2. Contract Duration. The Contract is hereby extended from July 1, 2017, through June 30, 2018.

Revision 3. All references in the Contract to “Fee-For-Service population” are hereby changed to “Fee-for-Service, Tricare, and Dental populations”.

Revision 4. Section 6.6.9 Medicaid Modernization Support, paragraph starting “Staffing” and ending “where most functions will be performed”, is deleted and replaced as follows:

Staffing: At all times, the Contractor shall maintain sufficient staffing to meet all contractually-required deliverables and performance measures. The Contractor may utilize a combination of local (on-site at IME) and offsite staff to be determined by the Contractor based on Contractor staffing models as approved by the Agency.

Revision 5. Section 7.1, Performance Based Contract, is hereby amended by adding the following language at the end of the Section:

In addition to the pricing, the Contractor may invoice the following amounts:

- In June 2017, a one-time implementation fee for Tricare and Dental system changes of \$75,000.00.

Revision 6. Section 2, Revision 3, Section 7.1, Performance Based Contract, of the Fifth Amendment to the Contract is deleted in its entirety and replaced by the following:

Section 7.1, Performance Based Contract, is hereby amended by adding the following language at the end of the Section:

“Notwithstanding the above, the above payment obligations shall terminate as of June 30, 2017. Beginning July 1, 2017, Contractor may invoice the Agency the monthly invoice amounts set forth in the table below for services performed July 1, 2017 through June 30, 2018.

Timeframe	Monthly Invoice Amount
7/1/17-6/30/18	\$197,658.00

In addition to the fixed fee pricing above, the Contractor may invoice the following amounts:

- 8.5% contingency fee on July 2017 through June 2018 recoveries from Estate Recovery.
- 5% contingency fee on July 2017 through June 2018 recoveries from Lien Recovery (RFP Section 6.6.3).

Revision 7. Federal Funds. The following federal funds information is provided:

Contract Payments include Federal Funds? Yes	
The contractor for federal reporting purposes under this contract is a: Vendor	
DUNS #: 075266346	
The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA #: 93.778	Federal Awarding Agency Name: Department of Health and Human Services/Centers for Medicare and Medicaid Services
Grant Name: Medical Assistance Program	

Section 3: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 4: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Health Management Systems, Inc.	Agency, Iowa Department of Human Services
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Signature of Authorized Representative: <i>Michele Carpenter</i>	Date: <i>6/12/17</i>	Signature of Authorized Representative: <i>[Signature]</i>	Date: <i>6-26-17</i>
Printed Name: <i>MICHELE CARPENTER</i>	Printed Name: <i>Charles M. Palmer</i> <i>Jerry R. Foxhoven</i>		
Title: <i>SENIOR VICE PRESIDENT</i>	Title: <i>Director</i>		